



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Salish Court Apartments
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNSD

Introduction

This was a hearing with respect to the tenant's application for a monetary order for the return of her security deposit, including double the deposit amount. The hearing was conducted by conference call. The tenant and the landlord's representatives participated in the hearing.

Issue(s) to be Decided

Is the tenant entitled to the return of her security deposit including double the amount?

Background and Evidence

The rental unit is an apartment in Burnaby. The tenancy began on In March, 2013. Monthly rent was 960.00 payable on first day of each month. The tenant paid a security deposit of \$480.00 on February 22, 2013.

The tenant testified that she moved out of the rental unit on October 1, 2013. She gave the landlord a two letter with her forwarding address, one on September 6, 2013 and another September 13th. At the hearing the landlord's representative acknowledged that the landlord received the tenant's forwarding address, but the landlord's representative testified that the security deposit was not returned to the tenant because she did not give the landlord a full month's notice that she was moving out of the rental unit. The landlord's representative said that the landlord received a written notice from the tenant on September 5, 2013 saying that she will be moving out of the apartment as of October 1st, 2013 and this is why she didn't get her deposit back.

Analysis

Section 38 of the *Residential Tenancy Act* provides that when a tenancy ends, the landlord may only keep a security deposit if the tenant has consented in writing, or the

landlord has an order for payment which has not been paid. Otherwise, the landlord must return the deposit, with interest if payable, or make a claim in the form of an Application for Dispute Resolution. Those steps must be taken within fifteen days of the end of the tenancy, or the date the tenant provides a forwarding address in writing, whichever is later. Section 38(6) provides that a landlord who does not comply with this provision may not make a claim against the deposit and must pay the tenants double the amount of the security deposit and pet deposit. The landlord was not entitled to keep the deposit because the tenant gave a late notice. If the landlord wanted to keep the deposit without the tenant's written consent, then it need to file an application to claim a monetary loss suffered because of the tenant's late notice.

I am satisfied that the tenant provided the landlord with her forwarding address in writing, based upon the acknowledgement of the landlord's representative at the hearing that the tenant provided her forwarding address. I find that the tenant served the landlord with documents notifying the landlord of this application by registered mail, as required by the *Act*.

The tenants' security deposit was not refunded within 15 days as required by section 38(1) of the *Residential Tenancy Act* and the doubling provision of section 38(6) therefore applies. I grant the tenant's application and award her the sum of \$960.00, being double the deposit amount and I grant the tenants an order under section 67 in the said amount. This order may be registered in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 08, 2014

Residential Tenancy Branch

